

**REGIONAL ADMINISTRATOR**  
**MEMORANDUM OF UNDERSTANDING**

**Homeless Management Information System (“HMIS”)**  
**Balance of State CoC IN-502**

This Regional Administrator Memorandum of Understanding (“MOU”) entered into by and between the undersigned Regional Administrator and the undersigned Homeless Management Information System (“HMIS”) agency (the “HMIS Agency”) is executed in consideration of the purposes and under the terms stated below.

**Purpose**

The purpose of this MOU is to allow the Regional Administrator to access all current or future data to be utilized to create and review reports of the undersigned HMIS Agency. The Regional Administrator acknowledges that this data can only be utilized to analyze how clients are accessing homeless services in the community, how clients are exiting the programs and to assist in de-duplicating which will provide more reliable data within the region. The Regional Administrator can only print a client’s demographic information. The Regional Administrator will NOT be allowed to print or save any client’s personal identifiable information.

**Objective**

The ClientTrack™ HMIS security model is structured around Workgroups and Organizations. A Workgroup defines the type of interface, the menu options, and activities that are available to staff members. Workgroups are usually structured around functional roles (i.e. case managers will have similar menu options regardless of their particular program or department). An Organization is a loosely defined term in ClientTrack™ which is used to share and restrict clients and specific pieces of client information from various staff members. Organizations are usually structured around actual agency or departmental lines.

Each of the 14 Regional Planning Councils on Homelessness will share report level information to evaluate how homeless services are provided in its designated region. A Regional Administrator will be appointed by each Regional Planning Council on Homelessness across the Balance of State Continuum of Care (IN-502) areas. The Regional Administrator must be an HMIS trained user. The Regional Administrator will be appointed for a period of time not to exceed one (1) year with an option to extend its term in the position subject to the approval of the Regional Planning Council.

Through this MOU, the HMIS Agency will provide its consent to the Regional Administrator to access data regarding its clients in order to create and prepare reports. The Regional Administrator must execute this MOU to confirm it will protect the confidentiality of personally identifiable information and comply with other HMIS user-related requirements such as, executing and abiding by the guidelines in the User Agreement and attending the HMIS trainings as directed by the Regional Planning Council on Homelessness. The Regional Administrator will not utilize the data to degrade, defame, abuse, or otherwise violate the legal rights of the HMIS Agency or an individual.

**Access**

The Regional Administrator will be given permission to access all reports that are available in HMIS for the HMIS Agency. By signing this document, the Regional Administrator agrees to the following:

- The Regional Administrator will have access to current and future data in HMIS related to the HMIS Agency and its clients for the purpose of reviewing reports in its geographic region. This information may only be utilized to evaluate data for reliability and the performance of the local region as a whole, to analyze how clients are accessing homeless services in the community, how clients are exiting the programs and to assist in de-duplicating to provide more reliable data within the region.

**Confidentiality of State Information**

The Regional Administrator understands and agrees that data, materials, and information disclosed to the Regional Administrator may contain confidential and protected information. The Regional Administrator covenants that data, material, and information collected, based upon or disclosed to the Regional Administrator for the purpose of this MOU will not be disclosed to or discussed with third parties without the prior written consent of the Indiana Housing and Community Development Authority ("IHCD").

The Regional Administrator acknowledges that the services to be performed by Regional Administrator of the HMIS Agency under this MOU may require or allow access to data, materials, and information containing Social Security numbers maintained by the IHCD or the HMIS Agency in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Regional Administrator agrees to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by the Regional Administrator, the Regional Administrator agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this MOU.

### **HIPAA Compliance**

If this MOU involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Regional Administrator covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

### **Termination**

This MOU may be terminated, in whole or in part, by either party if either party determines that such termination is in its best interest. Termination shall be effected by delivery to the other party of a termination notice, specifying the extent to which such termination becomes effective.

**In Witness Whereof**, the Regional Administrator and the HMIS Agency have, through their duly authorized representatives, entered into this MOU. The parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Region**

\_\_\_\_\_  
**Printed Name, Regional Administrator**

\_\_\_\_\_  
**Signature, Regional Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**HMIS Agency**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature, HMIS Agency**

\_\_\_\_\_  
**Date**